



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERICO CAINAS and DANIEL CAINAS,

Plaintiffs,

-against-

CITY OF NEW YORK, N.Y.C. POLICE OFFICER
CHRISTOPHER BUCKLEY, SHIELD #05173, AND
N.Y.C. POLICE OFFICER "JOHN DOE", EACH SUED
IN THEIR INDIVIDUAL AND IN THEIR OFFICIAL
CAPACITY,

Defendants.

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

07-cv-11401 (SHS)(FM)

WHEREAS, plaintiffs Federico Cainas and Daniel Cainas commenced this action by filing a complaint in or about December 19, 2007 alleging that certain of their federal and state rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations,

WHEREAS, plaintiffs and defendants now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, no party herein is an infant or incompetent for whom a committee has been appointed; and

WHEREAS, plaintiffs Federico Cainas and Daniel Cainas have authorized counsel to settle this matter as against defendants on the terms enumerated below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows.

1. The above-referenced action is hereby dismissed as against defendants, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below

The City of New York hereby agrees to pay plaintiff Federico Cainas the sum **Six Thousand Dollars (\$6,000)** in full satisfaction of all claims as against defendants, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff Federico Cainas agrees to the dismissal of all claims against the City of New York and all individually named defendants, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

The City of New York hereby agrees to pay plaintiff Daniel Cainas the sum **Fifteen Thousand Dollars (\$15,000)** in full satisfaction of all claims as against defendants, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff Daniel Cainas agrees to the dismissal of all claims against the City of New York and all individually named defendants, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

2. Each plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No/Concerning Liens, whichever is applicable.

3. Other than as set forth in paragraph "2" above, plaintiffs and their counsel, or any party in privity with either of them, shall have no recovery for any damages, injury, equitable or other relief, or fees or costs in connection therewith.

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4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
5/23, 2008

Mr. Steven Hoffner, Esq.
 Attorney for Plaintiff
 350 Broadway
 Suite 1105
 New York, NY 10013
 (212) 941-8330

By: [Signature]
 STEVEN HOFFNER, ESQ. ()

SO ORDERED: 5/23/08 SH/AS

[Signature]
 U.S.D.J.

MICHAEL A. CARDOZO
 Corporation Counsel of the
 City of New York
 Attorney for Defendants
 100 Church Street, Room 3-142
 New York, New York 10007
 (212) 676 1347

By: [Signature]
 BROOKE BIRNBAUM (BB 8338)
 Assistant Corporation Counsel